



**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Re: Patent Application of Veeneman et al

Docket No.: 9203/046RE

Serial No.: 09/610,158

Examiner: Unknown

Filed: June 30, 2000

Group Art Unit: 2764

For: MULTI-MERCHANT GIFT REGISTRY

Technology Center 2100

MAY 15 2001

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**CERTIFICATE OF MAILING**

I hereby certify that this correspondence, along with all papers referred to as being enclosed or attached, are being deposited with the United States Postal Service, with sufficient first class postage, on the date below, addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.

*Evon M. Davis*  
Evon M. Davis

*5-7-01*  
Date

**AFFIDAVIT FILED UNDER 37CFR 1.47(a) IN SUPPORT OF A PETITION  
TO ACCEPT THE FILING OF A DECLARATION IN A REISSUE APPLICATION  
IN THE ABSENCE OF ALL OF THE INVENTORS' SIGNATURES**

OFFICE OF PETITIONS

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WHEREAS the inventors named in this Reissue Application, Barbara Thomas, William Veeneman, and Debra Remington, are the inventors named in U.S. Patent No. 5,774,874, issued 30 June 1998 (termed "Parent Application" herein) on which the present Reissue Application, Serial Number 09/610,158, filed on 30 June 2000, is based;

WHEREAS the inventors Barbara Thomas, William Veeneman, and Debra Remington executed both the Declaration (copy attached hereto as Exhibit A) in the Parent Application and an Assignment of the Parent Application (copy attached hereto as Exhibit B), assigning all rights in the invention described and claimed in the Parent Application to The Gift Certificate Center, Inc. (termed "Applicant" herein);

WHEREAS Applicant has been acquired by Hallmark Cards, Incorporated (termed "Hallmark" herein);

WHEREAS the undersigned Rick Vaughn (termed "Affiant" herein) is employed as the Business Development and Integration Manager of Graphics International, Inc., a subsidiary of Hallmark, located at 30 West Pershing, Suite 301, Kansas City, MO 64108, and he is the primary liaison between Graphics International, Inc. and Applicant;

WHEREAS Affiant has communicated via telephone directly with Debra Remington, located at a last known address of 317 - 12th Avenue North, Hopkins, MN 55343, on behalf of Applicant, to request that inventor Debra Remington execute the Declaration for the present Reissue Application;

WHEREAS the inventor Debra Remington has failed to execute the Declaration for the present Reissue Application in a timely manner as required by the Rules of the USPTO;

WHEREAS the inventor Debra Remington has agreed in the Assignment filed in the Parent Application that she "will at any time upon request, without further or additional consideration, ... render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States";

WHEREAS the inventor Debra Remington has indicated in a telephone conversation on 27 April 2001 with the Affiant that she has a copy of both the present Reissue Application and the Declaration and that she refuses to execute the Declaration for the present Reissue Application on the advice of her attorney;

WHEREAS the inventor Debra Remington has executed an Employment Agreement (attached hereto as Exhibit D) with Applicant dated 29 March 1995, which Employment Agreement specifically transfers all right, title and interest in and to any intellectual property to Applicant which intellectual property shall be and remain the sole and exclusive property of Applicant (Section 8 of the Employment Agreement, as well as Addendum 2 of Debra Remington's Employment Agreement);

WHEREAS the inventor Debra Remington has, by her above-described actions, refused to sign the Declaration required to perfect the filing of the present Reissue Application that describes and claims the invention made by the inventors Barbara Thomas, William Veeneman, and Debra Remington;

WHEREAS the undersigned Affiant has personal knowledge of the above-recited facts relating to the refusal of the inventor Debra Remington to sign the Declaration in the present Reissue Application.

I further declare that all statements herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

5/4/01

Date

Ricky Vaughn  
Ricky Vaughn

EXHIBIT A



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The mail stamp of the Patent and Trademark Office on card acknowledges the filing on the date stamped of:

Patent application, 20 sheets of informal  
drawings, Assignment & coversheet, Declaration  
Small Entity Status and check for \$415.00 all  
Filed Express Mail No:

RETAIN THIS NUMBER. CUSTOMER  
RECEIPT WILL BE MAILED TO YOU.

TB737666446 US

Applicant: William J. Veeneman, et al.

Serial No.:

File No.: 1580.05-US-01

Due Date:

Initials:

Mailed:

bdp/pws

11/22/95



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701 4TH AVE. SO. STE. 1600  
MINNEAPOLIS, MN 55415  
PHONE (612) 672-8617

RIVERSIDE BANK  
MINNEAPOLIS, MN 55102-2008  
17-1271910

019714

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COMMISSIONER OF PATENTS

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OF

⑈019714⑈ ⑈091001270⑈ 626 723 2⑈

*Leif H. Johnson*

TRIT B

15% case!



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MAY 06, 1996

PTAS



\*100136553A\*

BRAD D. PEDERSEN  
1200 RAND TOWER  
527 MARQUETTE AVENUE SOUTH  
MINNEAPOLIS, MN 55402

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/22/1995

REEL/FRAME: 7796/0185

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

VENNEMAN, WILLIAM J.

DOC DATE: 11/22/1995

ASSIGNOR:

THOMAS, BARBARA

DOC DATE: 11/22/1995

ASSIGNOR:

REMINGTON, DEBRA

DOC DATE: 11/22/1995

ASSIGNEE:

GIFT CERTIFICATE CENTER, THE  
701 FOURTH AVENUE SOUTH  
SUITE 1600  
MINNEAPOLIS, MINNESOTA 55415

SERIAL NUMBER: 08562014

FILING DATE: 11/22/1995

PATENT NUMBER:

ISSUE DATE:

*Not dictated  
up*

7796/0185 PAGE 2

TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

40- 581 A/D

08/562014

02-15-1996



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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1

31/92

RECORDATION FORM COVER SHEET  
PATENTS ONLY

75888 U.S. PTO



02/13/96

To the Honorable Commissioner of Patents and Trademarks.  
Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

William J. Venneman  
Barbara Thomas  
Debra RemingtonAdditional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Other

## 2. Name and address of receiving party(ies):

Name: The Gift Certificate Center  
Internal Address: Suite 1600Street Address: 701 Fourth Avenue South  
Minneapolis, MN 55415

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

Execution Date: November 22, 1995

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the  
application is: November 22, 1995

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document  
should be mailed:Name: Brad D. Pedersen  
Internal Address: 1200 Rand Tower,  
527 Marquette Avenue South  
Minneapolis, Minnesota 55402  
Street Address: 1200 Rand Tower,  
527 Marquette Avenue South

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and patents  
involved: 17. Total fee (37 CFR 3.41): \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account8. Deposit Account Number: 16-0631  
(Attached duplicate copy of this page if  
paying by deposit account)

100-116 01/03/01 08562014

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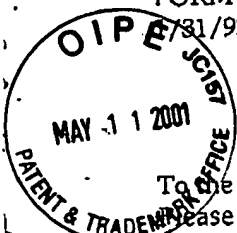
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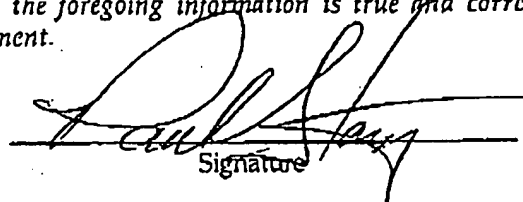


## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Paul W. Stanga

Name of Person Signing



Signature

11-22-95

Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



08/562014

Attorney Docket No. 1580.05-US-01

## ASSIGNMENT

WHEREAS, I/we, William J. Veeneman, residing at 4600 Dupont Avenue South, Minneapolis, MN 55409, Barbara Thomas, residing at 6380 Fox Path, Charhassen, MN 55317 and Debra Remington, residing at 317 12th Avenue South, Hopkins, MN 55343 have invented certain new and useful inventions and improvements in A MULTI-MERCHANT GIFT REGISTRY, for which an application for Letters Patent of the United States is being made, said application having been filed with the United States Patent and Trademark Office on \_\_\_\_\_, and identified by Serial No.: \_\_\_\_\_.

WHEREAS, The Gift Certificate Center, Inc., a corporation organized and existing under the laws of the state of Minnesota and having its principal offices at 701 Fourth Avenue South, Suite 1600, Minneapolis, MN 55415 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, said application and any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of certain good and valuable consideration, the receipt of which is hereby acknowledged, I/we have sold, assigned and transferred, and by this Assignment do hereby sell, assign and transfer unto the Assignee, its successors and assigns, my/our entire right, title and interest in and to any and all inventions and improvements disclosed in the aforesaid application, and in and to said application, all divisions, continuations or renewals thereof, and any and all Letters Patent, both foreign and domestic, that issue therefrom, including all reissues or extensions of such Letters Patent and including, all of my/our rights under the International Convention, and I/we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee in accordance herewith.

I/We hereby authorize the Assignee, its successors and assigns, or anyone it may properly designate, to insert in this Assignment the filing date and serial number of said application when ascertained.

I/We hereby further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said application and/or otherwise take advantage of the provisions of the International Convention.

I/We hereby covenant and agree with the Assignee, its successors and assigns, that I/we will not execute in writing or do any act whatsoever conflicting with this Assignment, and that I/we, or my/our executors or administrators, will at any time upon request, without further or additional consideration, but at the

expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or Letters Patent, by giving testimony in any proceedings or transactions involving such applications or Letters Patent.

I/We hereby further covenant and agree with the Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that the full right and title to convey the same as herein expressed is currently possessed by me/us.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and affixed my/our seal as dated below.

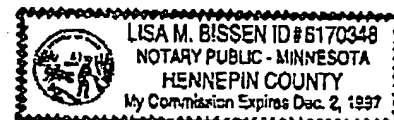
Date 11/22/95

William J. Veeneman  
Name: William J. Veeneman

Subscribed and sworn to before me  
this 22 day of November  
1995.

Lisa M. Bissen  
Notary Public

(Notary Seal)



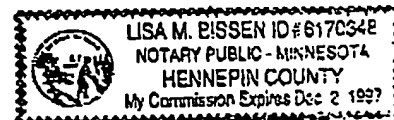
Date \_\_\_\_\_

Barbara Thomas  
Name: Barbara Thomas

Subscribed and sworn to before me  
this 22 day of November  
1995.

Lisa M. Bissen  
Notary Public

(Notary Seal)



Date 11-22-95

Debra Remington  
Name: Debra Remington

Subscribed and sworn to before me  
this 22 day of November  
1995.

Lisa M. Bissen  
Notary Public

(Notary Seal)



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EXHIBIT D

EMPLOYMENT AGREEMENT

This Employment Agreement is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

1. Employment. GCC hereby employs Employee, and Employee accepts employment, for the position named and described on Part I of Schedule I, which schedule is attached to and made a part of this Agreement, upon the terms and conditions stated in this Agreement. Employee agrees to devote his or her full-time and best efforts to the performance of such duties.

2. Compensation. GCC agrees to compensate employee as provided on Part II of Schedule I. As Employee's title, duties, and/or compensation may be changed hereafter, the parties shall complete, execute, date, and attach to this Agreement a new Schedule I, which shall replace the current Schedule I and become a part of this Agreement.

3. Benefits. GCC agrees to provide employee with the same benefits (vacation, sick leave, health coverage, and retirement) as it provides other employees in comparable positions; provided however that GCC reserves the right to modify and/or repeal any and all such benefits.

4. Term. Employee is employed "at-will", and his or her employment may be terminated by either party at any time, with or without cause.

4.1 During the first ninety (90) days of employment, either Employee or GCC can terminate the employment of Employee with GCC at any time, with or without cause, and without prior notice.

4.2 After the first ninety (90) days of employment, either Employee or GCC can terminate the employment of Employee with GCC at any time, with or without cause, upon giving fourteen (14) days prior written notice.

5. Expenses. GCC will reimburse employee for all reasonable and necessary expenses incurred by Employee in performance of this Agreement, provided:

5.1 All such expenses have been approved by GCC in advance; and

5.2 Employee submits receipts and such other records as from time to time required by GCC.

6. Authority. Except as otherwise provided on Schedule I, Employee has no authority to bind GCC in any way (by way of illustration and not limitation, Employee shall not execute



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contracts, checks, notes, or other documents or agreements on GCC's behalf).

7. Confidentiality of GCC Information. Employee acknowledges that GCC will disclose to him or her certain Confidential Information, and that Employee may create for and on behalf of GCC certain Confidential Information.

7.1 For purposes of this Agreement, "Confidential Information" shall mean "trade secrets" as defined in Minn. Stat. § 325C.01, Subd. 5. (the Minnesota version of the Uniform Trade Secrets Act), which Act shall apply to Employee. By way of illustration (and not of limitation) Confidential Information includes the names of all retailers whose gift certificates GCC sells, and the names of all of their customers who have purchased such certificates (whether in the form of lists, directories, or computer data, databases, or media, and whether partial or complete).

7.2 Except as GCC may otherwise consent in writing, Employee agrees not to use, copy or disclose at any time either during or subsequent to this employment, any Confidential Information of GCC.

8. Copyrights. Employee acknowledges that (as an employee) any work which he or she creates during his or her employment by GCC is a "Work for Hire" as defined by 17 U.S.C. § 101, and therefore (pursuant to 17 U.S.C. § 201) GCC owns all proprietary rights and interests to each such work.

8.1 If any work fails to qualify as a "work for Hire" Employee agrees to sign the copyright for such work to GCC in a form recordable with the Register of Copyrights.

8.2 On Schedule 2, if any, attached to this Agreement and made a part hereof, Employee has listed all copyrights owned by Employee, if any (and their registration number, if any), for works created by Employee prior to his or her employment by GCC.

9. Non-Solicitation. Employee agrees, either alone or with others, not to attempt to solicit or solicit for any employment any of the GCC employees who, prior to such time, have been employed in the areas of activity for which Employee has or is employed by GCC.

10. General.

10.1 Amendment. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by Employee and an officer of GCC. No employee handbook, employment manual, employment policy or procedure, even though adopted and promulgated by GCC,

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shall be deemed to be an amendment to this Agreement except by a document identifying it as an amendment to this Agreement, which document is executed as provided in this Section.

10.2 Entire Agreement. This Agreement, and the Schedule(s) and Addenda attached to it contain the entire agreement between the parties in respect of its subject matter, and the rights of the parties under this Agreement are in addition to any and all rights and remedies otherwise available. This Agreement supersedes any agreement GCC and Employee previously executed which relates generally to the same subject matter.

10.3 Governing Law. This Agreement shall take effect and be governed by and construed and enforced in accordance with the laws of Minnesota.

10.4 Severability. If any portion or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

10.5 Assignment; Binding Effect. This Agreement may not be assigned by Employee, and shall be binding upon Employee's heirs and representatives, and shall inure to the benefit of GCC, its successors and assigns.

10.6 Disclosure of Confidential Information to GCC. Except as Employee may be duly authorized by a third party to do so, Employee agrees not to disclose trade secrets to GCC nor use for its benefit any information, knowledge or data of any such third party which employee has an obligation to keep confidential.

10.7 Employee Warranty. Employee warrants that he or she is not subject to any obligations or agreements which are inconsistent in any way with the terms and provisions of this Agreement.

10.8 Arbitration. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making or enforcement of this Agreement, including claims of fraud in the inducement, shall be discussed between the disputing parties in a good faith effort to arrive at a mutual settlement of any such controversy. If, notwithstanding such effort, the dispute cannot be resolved, such dispute shall be settled by binding arbitration.

- a. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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- b. The arbitrator shall be a retired state or federal judge or an attorney who has practiced securities or business litigation for at least ten years. If the parties cannot agree on an arbitrator within twenty days, any party may request that the chief judge of the District Court for Hennepin County, Minnesota, select an arbitrator.
- c. Arbitration will be conducted pursuant to the provisions of this Agreement, and the Commercial Arbitration Rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such disputes.
- d. The arbitrator shall have the authority to award any remedy or relief that a Minnesota court could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses and reasonable attorneys' fees.
- e. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Minneapolis, Minnesota.

GIFT CERTIFICATE CENTER, INC.

By

Its President

I hereby acknowledge that I have read, understand and accept the terms and provisions set forth in this Agreement, of which I have received an executed copy.

EMPLOYEE:

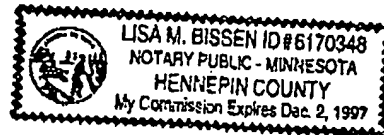
Debra J. Remington

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STATE OF MINNESOTA )  
COUNTY OF Hennepin ) ss.

On March 30, 1995, before me, a Notary Public,  
personally appeared Debra Remington, to me  
personally known, who being by me duly sworn, did say that  
he/she is the person named in the foregoing instrument and that  
said instrument was signed as his/her free act and deed.

  
\_\_\_\_\_  
Notary Public





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**SCHEDULE 1  
to Employment Agreement**

Part I Job Title:

Dedicated/Custom Solution Systems Coordinator

Job Description as follows (or as attached):

Part II Annual Compensation

Base Pay (paid in 12 monthly installments): \$50,000

Commissions:

Bonus: See offer letter.

Other:

GIFT CERTIFICATE CENTER, INC.

Dated: \_\_\_\_\_

By Walter A. Sullivan  
Its Vice President

EMPLOYEE:

Dated: March 30, 1995

Derek J. Remington

**DEDICATED SYSTEMS JOB DESCRIPTION**

**Job Title:** Dedicated/Custom Solution Systems Coordinator

**Reports To:** Vice President, Dedicated/Custom Solution Systems

**Primary Purpose:**

- 1) To coordinate and manage the timely installation of Dedicated Systems of the Gift Certificate Center's customers.
- 2) To participate in the clients creative development process to develop Dedicated kiosk solutions utilizing GCC application software.
- 3) To achieve general customer satisfaction for client and GCC's profitability goals for these projects.

**Duties and Responsibilities:**

- Coordinate GCC development and installation activities on client Dedicated System projects.
- Prepare and manage budgets and time line for installation of client projects.
- Coordinate and utilize marketing resources found in GCC's business partner organizations to maximize success of installation.
- Insure that customer personnel are trained in the use of GCC's Dedicated Systems.
- Insure total customer satisfaction with Dedicated Systems installed by GCC.
- Create a strong client relationship that will position GCC to provide future application solutions by participating in their solution development efforts.
- Perform other duties as assigned.

**Qualifications:**

- 5+ years in marketing with experience in extended decision processes, preferably in retail.
- Experience in complex data processing project management.
- Proven capabilities in tackling multifaceted issues dealing with marketing, technology, budgets, training third party organizations, etc.

**Accountability:**

- Customer satisfaction.
- Meet sales and profit objectives of the Dedicated Systems installation.
- Maintain strong relationships with key client decision-making personnel divisions.
- Achieve a high rate of satisfaction with GCC product employed in Dedicated Systems installations for clients.

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**SCHEDULE 2**  
**to Employment Agreement**

List of copyrights owned by Employee prior to date of  
employment by GCC:

Date of  
Creation

Description of Work

Copyright  
Registration  
Number

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## ADDENDUM #1

NON-COMPETITION AGREEMENT

This Addendum #1 to the Employment Agreement dated March 29, 1995 ("Agreement") is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

In consideration of the payments provided below, Employee agrees:

1. Definitions.

1.1 "COMPETING PRODUCT" means any product, process or service of any person or organization other than GCC (in existence or under development), which is the same as or similar to or improves upon or competes with a product, process or service of GCC: (1) which Employee either worked on or with or sold during his or her last two years of employment by GCC; or (b) about which Employee acquired CONFIDENTIAL INFORMATION (as defined in the Agreement) as a result of his or her employment by GCC.

1.2 "COMPETING ORGANIZATION" means any person or organization (including one owned in whole or in part by Employee) which is engaged in or is about to become engaged in research on, the development of, production of, use of, marketing of, or sale of a COMPETING PRODUCT.

2. Covenant Not To Compete. During the term of Employee's employment, and for a period of two (2) years after the termination of such employment by GCC, regardless of the reason for such termination:

2.1 If Employee has been or is employed by GCC in a non-sales capacity (e.g., in production, research or development work), Employee agrees not to render services, directly or indirectly, to any COMPETING ORGANIZATION. Employee may be employed by an organization whose business is diversified and which, as to a part of its business, is not a COMPETING ORGANIZATION, provided that GCC, prior to beginning such employment, shall receive separate written assurances satisfactory to GCC from such COMPETING ORGANIZATION and from Employee stating that Employee will not render services, directly or indirectly in connection with any COMPETING PRODUCT for a period of at least two (2) years; or, in the alternative,

2.2 If Employee has been or is employed by GCC in a sales or marketing capacity, Employee will not render services directly or indirectly to any COMPETING

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ORGANIZATION in connection with the sale, merchandising or promotion of any COMPETING PRODUCT to any customer of GCC or any retailer with whom GCC is or was associated at any time during the last two (2) years of Employee's employment by GCC.

3. Compensation. If Employee is unable to obtain employment consistent with his or her education and experience solely because of these provisions, such provisions shall bind Employee only so long as GCC shall make payments to Employee equal to his or her monthly base pay at termination (exclusive of extra compensation or employee benefits) for each month of unemployment. Following termination of employment with GCC, unless an offer of employment clearly represents an unreasonably high risk of jeopardizing GCC's CONFIDENTIAL INFORMATION, Employee shall not refuse employment with another company without first discussing with GCC whether or not it intends to permit such employment in accordance with these provisions.

4. Payments.

4.1 Duration. GCC agrees to make such monthly payments to Employee upon fulfillment of the monthly conditions as set forth above, for up to twenty-four (24) consecutive months, unless GCC gives written permission to accept available employment or gives a written release from this Addendum.

4.2 Accounting. Employee agrees, during each month of such unemployment for which Employee claims payment, to give GCC a written detailed account of his or her efforts to obtain employment. Such account shall include a statement that although Employee conscientiously sought employment, Employee was unable to obtain it solely because of these provisions.

4.3 Failure to Account. It is understood and agreed that GCC shall be relieved of making monthly payments to Employee for any month during which Employee fails to account to GCC as provided for above.

4.4 Obligation Shall Terminate. GCC's obligation to make monthly payments shall terminate as soon as Employee has obtained employment, and Employee agrees to give prompt written notice of such employment to GCC.

4.5 GCC's Liability. GCC shall not be liable under this Agreement or for any action relating hereto for any amount in excess of the equivalent of twenty-four (24) such monthly payments minus the number of monthly payments already made by GCC to Employee.

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4.6 Report. For a period of two (2) years after termination of Employee's employment with GCC, Employee will inform any new employer, before accepting employment with such new employer, of the terms of this Agreement.

Employee's obligation not to compete pursuant to this Addendum is agreed to in exchange for GCC's obligation to make monthly payments to Employee pursuant to these provisions.

GIFT CERTIFICATE CENTER, INC.

By

Keith A. Fulkerson  
Its Vice President

EMPLOYEE:

Daniel J. Remington

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## ADDENDUM #2

OWNERSHIP OF EMPLOYEE INVENTIONS

This Addendum #2 to the Employment Agreement dated March 29, 1995, ("Agreement"), is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

In consideration of the Compensation to be paid by GCC to Employee pursuant to Section 2 and Schedule 1 of the Agreement, Employee agrees as follows:

1. Ownership of Inventions. All inventions that have been, or will be, prepared or invented by Employee either individually or in cooperation with others, including but not limited to all ideas, concepts, themes, devices, processes, illustrations, computer software, or any components thereof, prepared by me either individually or in cooperation with others in the scope of Employee's employment by GCC shall be deemed an invention for which all rights shall belong entirely to GCC, its successors or assigns forever, and it or they may make any use or nonuse of such invention throughout the world without any further obligation to Employee.

1.1 Subject to Section 2, below, Employee agrees to assign and hereby does assign to GCC, during and subsequent to such employment (entirely at GCC's expense) Employee's entire right, title and interest in and to all other inventions in any and all countries, said other inventions to be and remain solely the exclusive property of GCC or its nominees whether patented or not.

1.2 Employee agrees to cooperate with Employer to file any and all patent and/or copyright applications, and to prosecute such applications with the U.S. Patent and Trademark Office and/or the Register of Copyrights until such time as patents and/or copyrights are issued to GCC.

1.3 At any time from and after Employee's termination of employment with GCC, Employee will upon request of GCC take all action, consistent with the terms of this Agreement, including the execution of documents as may be reasonably requested by GCC.

2. Excluded Inventions. The following inventions are excluded from the provisions of Section 1:

2.1 Inventions as to which no equipment, supplies, facility or trade secret information of GCC was used and which was developed entirely on Employee's own time; and

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## 2.2 Which:

(a) do not relate directly to the business of GCC; and

(b) do not relate to GCC actual or demonstrably anticipated research or development; and

(c) do not result from any work performed by Employee for GCC.

3. Proof of Origin. Employee agrees to keep and maintain adequate and current written records of all inventions as defined in and covered by Sections 1 and 2, above, in the form of notes, sketches, drawings, lists, calendars, logs, comments, explanations, flow charts, computer code (even if not ultimately used), reports, and all other documents relating thereto, which records shall be and remain the property of and available to GCC at all times as to inventions covered by Section 1, and available for inspection as to inventions covered by Section 2.

4. Notification. Employee agrees to communicate to GCC promptly and fully all inventions made or conceived by Employee (whether made solely by Employee or jointly with others) from the time of entering GCC employ until Employee leaves or within one year after Employee leaves. Attached to this Addendum and made a part hereof is a complete list of all inventions, if any, patented and unpatented, including a brief description thereof, which Employee made or conceived prior to Employee's employment with GCC, and which are therefore excluded from the scope of this Agreement.

5. Definition of Invention. The term "inventions" extends to conceptions of all improvements, innovations, developments, discoveries and ideas, no matter how significant, whether patentable or copyrightable or not, relating to any phase of GCC's business or of any business in which GCC might become interested or active.

GIFT CERTIFICATE CENTER, INC.

By

W. A. Sullivan  
Its Vice President

EMPLOYEE:

Dennis R. Smith



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SCHEDULE 1  
to Addendum #2

List of inventions created and owned by Employee prior to date  
of employment by GCC:

Date of  
Creation

Description of Invention

Patent  
Number & Date